EXHIBIT C

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18 September 2007

Mr. Dean Whitehouse
Senior Corporate Counsel
3Com Corporation
350 Campus Drive
Marlborough, MA 01752-3064

Re: Operations Agreement dated November 10, 2006 between Capital 4, Inc. and 3Com Corporation ("Operations Agreement")

License Agreement dated November 10, 2006 between Capital 4, Inc. and 3Com Corporation ("License Agreement")

Dear Dean:

This firm represents Capital 4, Inc. in connection with its claims against 3Com arising out of the parties' business relationship and the specific requirements of the Operations Agreement and License Agreement. All further communications regarding this matter should be directed solely to the undersigned.

Over the last few years, Capital 4 and 3Com have worked together to promote the Power of $Zero™ Solution, a unique sales model which allows a customer to maintain its existing dial tone/data monthly expense, while simultaneously benefiting from the installation of a new 3Com voice technology solution. Utilizing this sales model, Capital 4 and other 3Com Value Added Resellers ("VARs") have sold hundreds of 3Com phone systems to customers who have each relied upon the program's "3Com" branding (specifically authorized by 3Com) in entering into the various contractual and business relationships. During this period, 3Com has benefited by both learning how to use the sales model in order to increase its equipment sales, and by the profits attributable to the actual volume of equipment sold and installed by 3Com VARs.

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Following the previously executed Strategic Alliance Agreement and Rules of Engagement Addendum between 3Com and Capital 4 (which *required* that Capital 4 use only 3Com equipment in Power of $Zero™ customer installations), in November of 2006, 3Com and Capital 4 executed the Operations Agreement and the License Agreement. Under those agreements, 3Com obtained a license to use the sales model, and positioned itself to deploy the Power of $Zero™ Solution throughout 3Com's entire VAR channel. In connection with these agreements, 3Com acquired the right to identify and contract its own funding source (Huntington), dial tone/data providers (Bandwidth), and other, to-be-outsourced, billing, credit, collection, and customer service vendors. In other words, 3Com assumed the responsibility to do everything in connection with the program, and Capital 4 agreed only to receive a licensing fee for having provided 3Com with the unique sales model.

Prior to executing these agreements, 3Com was afforded ample opportunity to conduct due diligence concerning Capital 4. In addition to the cumulative experiences during the lengthy history between the two companies, Capital 4 provided its audited financial statements, and 3Com personnel were given access to detailed information concerning the company's operations and the entire Power of $Zero™ customer portfolio. Having concluded this due diligence, 3Com not only entered the agreements, but, based upon the "scalability" of the program, and its plan for the nationwide launch, agreed to advance $5mm in licensing fees, in order to obtain an across-the-board reduction to the percentage to be paid to Capital 4 on each transaction.

In relative size and worth, Capital 4 is dwarfed by 3Com. Critical to the concept of licensing and scaling the Power of $Zero™ Solution was the notion that efforts must be made to fully protect all existing and prospective Power of $Zero™ Customers. In a nutshell, if Capital 4 was, for whatever reason, unable to survive, 3Com and Capital 4 would establish a mechanism "the Go-Dark" provision, by which the customers and VARs who had placed their trust and confidence in the 3Com name would not be left out in the cold. That Go-Dark provision, Section 4.3 of the Operations Agreement, afforded Capital 4 the good conscience of knowing that even if it or the program was ultimately unsuccessful, the customer base could be protected. Their dial tone would never go dead.

By letter dated August 20, 2007, 3Com recognized Capital 4's "financial distress" and that Power of $Zero™ Customers "were in imminent danger of having their service interrupted." 3Com thereby demanded that "the provisions of Section 4.3.3. of the Agreement be implemented." The Go-Dark provision was invoked.

In response to 3Com's request that "certain POZ Customer Agreements and the corresponding Public Access Service Agreements and Funding Agreements be immediately assigned to 3Com pursuant to Section 4.3 of the Operations Agreement", Capital 4 immediately provided relevant information for the list of 127 key accounts, previously identified by 3Com. Subsequently, and following the August 21st conference call between the parties, Capital 4 received an additional communication from 3Com demanding, among other things, "formal assignment of the 127 to 3Com for all associated contracts - Cap4 to send notice of assignment to 3Com *today*."

Although 3Com's actions were insufficient to protect the entire customer base, Capital 4 immediately effected the requested assignment as to the 127, providing "formal notice of Capital 4's immediate assignment of all of its rights, duties, and obligations in connection with the customer agreements for the 127 Accounts, including, to the extent applicable, the vendor agreements and funding agreements associated with the 127 Accounts."

Subsequently, 3Com claimed it *had not* invoked the Go Dark, and *was not* bound by the assignment. Nevertheless, Capital 4 continued its efforts to alleviate the ever mounting pressures precipitated by 3Com's dismal failure to execute on the POZ model. Capital 4 continued to negotiate with 3Com, seeking to provide appropriate interim solutions designed to protect the customer base. Ultimately, 3Com abandoned its customers and VARs, cavalierly stating, "Let the chips fall where they may."

Every effort was made by Capital 4, but 3Com remained unconcerned. Apparently 3Com wanted to force Capital 4 into bankruptcy, and was surprised when Capital 4 did not file, because that action, albeit terribly advantageous for 3Com, would not protect the customers' dial tone.

I am in receipt of a copy of Bob Dechant's letter of September 13, 2007, addressed to each of the 3Com VARs. In that letter, 3Com states that Capital 4's financial limitations will "only affect POZ customers with a contractual agreement with Capital 4, . . . and "***does not*** affect any POZ Customers with a 3Com POZ Agreement." Moreover, and all the while denying its contractual obligations, 3Com claims "an interest in protecting its hardware and software customers." Despite these totally self-serving statements, 3Com has done absolutely nothing (other than Mr. Dechant telling the VARs to call their customers) to remedy the situation. More than 500 Power of $Zero™ Customers - each with a 3Com telephone sitting on his desk - face the potential disaster of picking up that phone, and hearing absolute silence.

I am also in receipt of Larry Langmore's e-mail dated September 18, 2007 - "critical info request" - asking that Capital 4 provide all sorts of information, presumably so 3Com can continue to dick around, contemplating what it may or may not do for these customers.

There is no more time. Over the last two months, while 3Com was attempting to force Capital 4 into bankruptcy, 3Com remained keenly aware of Capital 4's day-by-day, hour-by hour management of the dial tone vendor payables. Now, after time has run out; after payrolls have been missed; after employees have lost their jobs; when dial tone vendors are at their final limits; when the lending community is working its hardest to head of a huge disaster; when there is no staff to provide the information being requested; and when **EVERYONE EXCEPT 3COM IS DOING EVERYTHING THEY CAN TO PROTECT THE CUSTOMERS**, 3Com has the nerve to say, "Let us take another look, and we will cherry pick the customers as we see fit."

Dean, does 3Com really want to do something?

Send money.

Now.

No blame. No admissions. All funds advanced to be fully reconciled at some later date - all subject to the final scrutiny of the lenders, the dial tone vendors, the customers, and the courts.

Do not let these customers' dial tone go dead.

$2mm wired by noon on Wednesday, the 19th.

Amegy Bank
ABA Routing Number 113011258
For deposit in "The Hughes Law Firm Trust Account"
Account No. 3161560
Swift Code: SWBKUS44

Sincerely,

Simon H. Hughes

SHH/ap

cc: Jean Marc Stiegemeier, CEO Capital 4
Peter Ochroch, General Counsel De Lage Landen Financial Services
All 3Com VARs